of the High Court. Any appeal from the President's order would in my view come within the provisions of section 50(2) of the Courts Ordinance quoted above and would be a civil appeal. There is no provision for a Sessions Court to state a case in a civil matter. I therefore decided that there was nothing before me upon which I could adjudicate; but I intimated to Counsel that in case the parties wished to appeal it appeared to me that there would be good grounds for granting an extension of time within which to lodge an appeal on the civil side.

Order accordingly.

NG HOO KIM (f) v. K. A. ABDULLAH & CO.

[Orig. Civ. Juris. (Thomson, J.) September 23, 1952]

[Ipoh — Civil Application No. 11 of 1952]

Landlord and tenant — Control of Rent Ordinance, 1948, s. 13(1)(j) — Whether "rent" to be considered in relation to whole of premises or to the part sub-let.

In this Reference by the Kinta Rent Assessment Board two questions were raised: (i) Whether "rent" in section 13(1)(j) of the Control of Rent Ordinance means rent paid in respect of the whole of the premises or only in respect of the part sub-let; (ii) Whether the provisions of water and electricity in Ipoh are "Municipal or Town Board Services" within the meaning of the section.

Held, that (1) the word "rent" in section 13(1)(j) of the Control of Rent Ordinance means rent paid in respect of the whole of the premises comprised in the tenancy; (2) the provision of electricity is not in Ipoh a Municipal or Town Board service.

Cases referred to:—

(1) *Soon Siong Poh v. Yeo Siew Lam* (1949) M.L.J. Supp. 20.

(2) *Che Yusof bin Ismail v. Tay Kay Chua* (1952) M.L.J. 133.

REFERENCE by the Rent Assessment Board Kinta.

S. M. Sharma for the applicant.

C. W. Shuttleworth for the respondents.

Cur. Adv. Vult.

Thomson, J.: — This Reference to the Court by the Kinta Rent Assessment Board raises two questions as to the construction of section 13(1)(j) of the Control of Rent Ordinance, 1948, which reads as follows:—

"13. (1) No order or judgment for the recovery of possession of any premises comprised in a tenancy shall be made or given except in the following cases, namely—

(j) where the tenant, having sub-let the premises or part thereof, receives, in respect of such sub-letting, rents (exclusive of any payment by the tenant for Municipal or Town Board services) which exceed in the aggregate seventy-five per cent. of the rent paid by the tenant;....."

The questions which arise are:—

(a) Does the word "rent" in paragraph (j) mean the whole rent paid by the tenant to the landlord in respect of the whole of the premises comprised in the tenancy or does it include only so much of that rent as can be said to be in respect of the portion or portions of the premises sub-let; and

(b) Are the provision of water and the provision of electricity in Ipoh "Municipal or Town Board Services" within the meaning of the section.

With regard to the first of these questions, it was submitted by Mr. Sharma for the landlord that the rent paid by the sub-tenants should be calculated as a percentage of so much of the rent paid by the tenant to the landlord as could be attributed to the portion of the premises actually sub-let to the sub-tenants. He put the point in the following simple way for which I am obliged to him. The rent paid by the tenant to the landlord in the present case was $100 per month, the sub-tenants occupied half of the premises, and therefore for the purposes of paragraph (j) of section 13 the aggregate of the rents paid by them should be treated as a percentage not of $100 but of $50. His main argument was that any other construction might in certain circumstances lead to the result, which he said was absurd, that a tenant might sub-let a very small portion of the premises at a very excessive rent and yet remain protected in his tenancy. He also sought support from certain observations of Taylor, J., in the Singapore case of *Soon Siong Poh v. Yeo Siew Lam*[1].

In my opinion, both these grounds are devoid of substance. The absurdity argument only amounts to saying that there may be extreme cases of a tenant getting more than he is paying for but as the whole effect of the Ordinance is to produce such results in varying degrees I fail to see that the possibility that one tenant may make more profit than another from the protection he enjoys under it is any very valuable aid to its construction. As regards *Soon Siong Poh's* case, it is quite possible that the construction contended for by Mr. Sharma was never considered by Taylor, J., any more than it was considered by myself in the case of *Che Yusof bin Ismail v. Tay Kay Chua*[2]. Both cases, however, were decided on the assumption that the rents paid by the sub-tenants were to be regarded as a percentage of the whole rent paid to the landlord, and must therefore be taken as authority for saying that that is the correct construction.

In any event, to my mind the point is abundantly clear as a matter of ordinary grammatical usage. Paragraph (j) is not to be considered in isolation. Sub-section (1) of section 13 is to be considered as a whole. What it deals with is "any premises comprised in a tenancy" and I can see no room for argument that where the word "rent" occurs without any qualifying

words as it does in paragraph (j) it cannot mean anything but rent of the premises comprised in the tenancy.

With regard to the second question, I understand it now to be agreed that the provision of water in Ipoh is a Town Board service and it is therefore not necessary to decide the point in the present proceedings.

As regards electricity, I understand the facts to be, at any rate since the commencement of the Electricity Ordinance on 1st September, 1949, that electric energy is supplied by the Central Electricity Board, that payments for it are made direct to the Central Electricity Board and that the Town Board has no connection whatsoever with either its distribution or the collection of charges for it. In the circumstances, I fail to see how as a matter of the ordinary usage of language the provision of electricity can be said to be a Town Board service. For the tenant it was argued by Mr. Shuttleworth that at the time of the enactment of the Control of Rent Ordinance the Town Board played some part in the distribution of electricity and that therefore at that time that provision was to be regarded as a Town Board service and so should continue to be regarded in spite of the fact that as a result of subsequent legislation the whole responsibility for the service is now in the hands of the Central Electricity Board. It was clear, he argued, that it was the intention of the Legislature that the provision of electricity should be regarded as a Town Board service for the purpose of the sub-section or rather that payments made by sub-tenants to tenants in respect of electricity should be allowed as deductions for the purpose of the calculation envisaged in paragraph (j). Had the section mentioned electricty in terms there might have been force in this contention. It does not, however, mention electricity and if the provision of electricity was indeed a Town Board service prior to 1st September, 1949 (and I am far from deciding it was) the Legislature must on the ordinary canons of interpretation be held to have been aware that it was altering the position when it enacted the Electricity Ordinance, 1949, and therefore be presumed to have intended such an alteration.

The answers to the questions contained in the Reference are :—

(a) the word "rent" in section 13(1)(j) of the Control of Rent Ordinance, 1948, means the rent paid by the tenant to the landlord in respect of the whole of the premises comprised in the tenancy,

(b) the provision of electricity is not in Ipoh a Municipal or Town Board service.

As regards the costs of this Reference, I make no order as between the landlord and the tenant. The costs, if any, of the Rent Assessment Board will follow the event of the application to it.

Reference answered.

KOH MUI KEOW v. REGINA.

[App. Crim. Juris. (Brown, J.) October 8, 1952]
[Singapore — Magistrate's Appeal No. 130 of 1952]

Criminal procedure — Plea of guilty — Duty of Magistrate.

In a case where the charge contains one or more ingredients or questions and the accused is not represented by counsel each ingredient and each question involved should be explained by the Magistrate himself through the interpreter to the accused.

Semble: Where the Court is not satisfied that the accused has understood and admitted each and every allegation in the charge a re-trial will be ordered notwithstanding the provisions of the Criminal Procedure Code section 299 since the accused has not in fact pleaded guilty.

MAGISTRATE'S APPEAL.

N. L. Macassey for the appellant.

A. V. Winslow (Crown Counsel) for the Crown.

The facts appear sufficiently from the judgment.

Brown, J. : — The appellant was charged under section 10(1)(a) of the Dangerous Drugs Ordinance with, being the occupier of premises, permitting them to be used for smoking prepared opium. This involved the question of whether she was in fact the occupier and whether she permitted the smoking.

The record reads as follows :—

C.R.E. P.G.
One of the occupiers of 26, North Boat Quay.
Same facts.
Facts admitted.
6 months R.I.

In her petition of appeal the appellant states that she is the wife of the principal tenant and was living in the premises. She also says that the charge was neither read nor explained to her. There is nothing on the record to shew how the charge was explained to her, or whether the separate questions involved were explained to her or what her replies were.

In a case such as this where the charge contains one or more ingredients or questions, and where the accused is not represented by Counsel, it is desirable that each ingredient and each question involved should be explained by the Magistrate himself through the interpreter to the accused, and that the accused's replies should be recorded. If, after recording them, the Magistrate is in any doubt whether the plea is an unequivocal plea of guilty, a plea of not guilty should be entered and the evidence should be called. This is particularly important in a case which is sufficiently serious to warrant a sentence of imprisonment.

In this case the record leaves me in considerable doubt whether the appellant fully understood the charge and I reverse the finding and sentence and order her to be retried by another Magistrate.

Retrial ordered.